



Rizzetta & Company

Magnolia West Community Development District

**Board of Supervisors'
Regular Meeting
March 03, 2026**

District Office:
2806 N. Fifth Street
Unit 403
St. Augustine, FL 32084

www.magnoliawestcdd.org

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

Magnolia West Amenity Center
3400 Canyon Falls Drive, Green Cove Springs, FL 32043
www.magnoliawestcdd.org

Board of Supervisors	Judith Linde Cynthia Riegler Curtiss Akim Ferman Lewis Douglas Kuhrt	Chairman Vice Chairperson Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Ben Pfuhl	Rizzetta & Company, Inc.
District Counsel	Michelle Rigoni	Kutak Rock, LLP
District Engineer	Ryan Stilwell	Prime AE Group

All cellular phones must be placed on mute while in the meeting room.

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (239) 936-0913. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.magnoliawestcdd.org

**Board of Supervisors
Magnolia West Community
Development District**

February 24, 2026

FINAL AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Magnolia West Community Development District will be held on **March 03, 2026 at 6:00 p.m.** at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, FL 32043.

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
 - A. Consideration of Minutes of the Special Board of Supervisors’ Meeting held November 04, 2025 Tab 1
 - B. Ratification of Operation and Maintenance Expenditures October 2025 – January 2026 Tab 2
- 4. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Amenity Manager Report – First Coast CMS Tab 3
 - 1.) Field Report
 - D. Landscape Report - BrightView’s QSA Tab 4
 - 1.) Consideration of BrightView’s Tree Work Proposal Tab 5
 - E. District Manager
- 5. BUSINESS ITEMS – PART A**
 - A. Consideration of Resolution 2026-01; General Election Tab 6
 - B. Ratification of Easement Agreement Tab 7
 - C. Discussion Regarding Budget for FY 2026/2027
- 6. AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Sincerely,
Ben Pfuhl
District Manager

Tab 1

MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

**MAGNOLIA WEST
COMMUNITY DEVELOPMENT DISTRICT**

The meeting of the Board of Supervisors of Magnolia West Community Development District was held on **November 4, 2025, at 3:30 p.m.** at the Magnolia West Amenity Center located at 3490 Canyon Falls Drive, Green Cove Springs, Florida 32043.

Attendance:

Judith Linde	Board Supervisor, Chair
Cynthia Riegler	Board Supervisor, Vice Chair
Douglas Kuhrt	Board Supervisor, Assistant Secretary (via speakerphone)
Fermin Lewis	Board Supervisor, Assistant Secretary (via speakerphone)
Curtiss Akim	Board Supervisor, Assistant Secretary

Also present were:

Ben Pfuhl	District Manager, Rizzetta & Company, Inc.
Tony Shiver	President, First Coast CMS
Michelle Rigoni	District Counsel, Kutak Rock
Ryan Stilwell	District Engineer, Prosser (via speakerphone)
Karen Fisher	Account Manager, BrightView
Kristina Guthrie	Court Reporter

Audience present.

FIRST ORDER OF BUSINESS

CALL TO ORDER

Mr. Pfuhl opened the meeting at 3:30 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

AUDIENCE COMMENTS ON AGENDA ITEMS

There were no audience comments at this time.

THIRD ORDER OF BUSINESS

**CONSIDERATION OF MINUTES OF THE
BOARD OF SUPERVISORS MEETING HELD
AUGUST 19, 2025**

On a motion by Ms. Riegler, seconded by Mr. Lewis, with all in favor, the Board approved the minutes from the August 19, 2025, Board of Supervisors Meeting, for Magnolia West Community Development District.

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FOURTH ORDER OF BUSINESS

**RATIFICATION OF OPERATION AND
MAINTENANCE EXPENDITURES
FOR AUGUST & SEPTEMBER 2025**

Mr. Pfuhl reviewed the expenditures with the Board.

On a motion by Ms. Riegler, seconded by Mr. Lewis, with Mr. Akim opposed, the Board ratified Operation and Maintenance Expenditures for August 2025, in the amount of \$30,217.69 and September 2025, in the amount of \$52,975.11, for Magnolia West Community Development District.

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FIFTH ORDER OF BUSINESS

STAFF REPORTS

A. Landscape Report

Ms. Fisher reviewed her report with the Board.

Ms. Fisher presented the Board with the winter flower rotation proposal.

On a motion by Ms. Riegler, seconded by Ms. Linder, with all in favor, the Board approved the BrightView Winter Flower Rotation Proposal in the amount of \$1,292.90, for Magnolia West Community Development District.

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B. District Engineer

Mr. Stilwell had no report but was available for questions from the Board.

Mr. Akim questioned the ADA accessibility for the bathrooms at the Amenity Center and requested more information be brought back to the next meeting.

C. Attorney – Client Session Relative to Litigation

Ms. Linde commenced the Attorney – Client Session and asked members of the audience to step outside of the meeting room.

The Board Conducted the Attorney – Client Session with Ms. Guthrie as the court reporter.

Ms. Linde called back to order the public meeting of the Magnolia West Community Development District, Board of Supervisors Meeting.

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On a motion by Ms. Riegler, seconded by Mr. Kuhrt, with all in favor, the Board approved the Settlement Agreement in substantial form, appointing the Chair to approve the final form, for Magnolia West Community Development District.

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On a motion by Ms. Riegler, seconded by Mr. Lewis, with all in favor, the Board approved the Easement Agreement in substantial form, appointing the Chair to approve the final form, for Magnolia West Community Development District.

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The Board discussed the plan to address the residents who had the default judgement against them.

On a motion by Mr. Akim, seconded by Ms. Riegler, with all in favor, the Board directed that for residents with default judgements that enter into a recorded easement agreement with the District, the District would not seek reimbursement for legal fees associated with the litigation, for Magnolia West Community Development District.

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D. Amenity Manager Report

Mr. Shiver reviewed his report with the Board and presented the year-to-date rental information.

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E. District Manager

Mr. Pfuhl Reviewed his report with the Board.

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SIXTH ORDER OF BUSINESS

CONSIDERATION OF BRIGHTVIEW RENEWAL AGREEMENT

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Mr. Pfuhl reviewed the agreement with the Board.

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On a motion by Mr. Akim, seconded by Ms. Linde, with all in favor, the Board approved the BrightView Renewal Agreement in the amount of \$45,953.00, for Magnolia West Community Development District.

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SEVENTH ORDER OF BUSINESS

CONSIDERATION OF FIRST COAST CMS FACILITY MANAGEMENT AND POOL SERVICES AGREEMENT

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Mr. Shiver reviewed the proposed agreement with the Board.

On a motion by Mr. Akim, seconded by Ms. Linde, with all in favor, the Board approved the First Coast CMS Facility Management and Pool Services Agreement in the amount of \$34,392.00, for Magnolia West Community Development District.

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EIGHTH ORDER OF BUSINESS

CONSIDERATION OF POOL LIGHT REPLACEMENT PROPOSAL

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Mr. Shiver Reviewed the proposal to replace the pool light, stating that he was still working to get additional proposals for the Board.

On a motion by Mr. Akim, seconded by Ms. Riegler, with all in favor, the Board approved the installation of a new pool light setting a not to exceed amount of \$7,800, for Magnolia West Community Development District.

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115 **NINTH ORDER OF BUSINESS**

**CONSIDERATION OF AMENDED AND
RESTATED ENGINEERING AGREEMENT**

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118 Mr. Pfuhl reviewed that the District Engineer's Firms name has changed from Prosser to Prime
119 AE Group and that the amended and restated agreement would reflect that change.
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On a motion by Mr. Akim, seconded by Ms. Riegler, with all in favor, the Board approved the Amended and Restated Engineering Agreement with Prime AE Group, for Magnolia West Community Development District.

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122 **TENTH ORDER OF BUSINESS**

**RATIFICATION OF LICENSES AGREEMENT
WITH HOA FOR BASKETBALL HOOP
INSTALLATION**

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126 Mr. Pfuhl reviewed that this agreement was previously approved in substantial form and that the
127 Chair has approved the final form.
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On a motion by Ms. Riegler, seconded by Mr. Kuhrt, with Mr. Akim opposed, the Board ratified the Chairs approval of the License Agreement with the HOA for Basketball Hoop Installation, for Magnolia West Community Development District.

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130 **ELEVENTH ORDER OF BUSINESS**

**RATIFICATION OF THE ACCEPTANCE OF
THE FY 2026 INSURANCE POLICY**

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133 Mr. Pfuhl reviewed the District's Insurance Policy for Fiscal Year 2026 and informed the Board
134 that the Chair accepted the policy outside of a meeting to ensure there was no lapse in coverage.
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On a motion by Mr. Akim, seconded by Ms. Linde, with all in favor, the Board ratified the Chairs acceptance of the Fiscal Year 2026 Insurance Policy with EGIS, for Magnolia West Community Development District.

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137 **TWELFTH ORDER OF BUSINESS**

**CONSIDERATION OF THE LAKE DOCTORS
RENEWAL AGREEMENT FOR
STORMWATER MAINTENANCE**

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141 Mr. Pfuhl reviewed the renewal agreement for stormwater maintenance with the Board.
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On a motion by Ms. Linde, seconded by Ms. Riegler, with all in favor, the Board approved the Lake Doctors Renewal Agreement (\$7,920) and the carp stocking (\$950), and appointed Mr. Akim to oversee the pond maintenance, for Magnolia West Community Development District.

THIRTEENTH ORDER OF BUSINESS

**CONSIDERATION OF AUDIT COMMITTEE
RECOMMENDATION**

On a motion by Ms. Linde, Seconded by Mr. Akim, with all in favor, the Board accepted the Audit Committee Recommendation to enter an agreement with Grau & Associates for Annual Auditing Services, for Magnolia West Community Development District.

FOURTEENTH ORDER OF BUSINESS

**AUDIENCE COMMENTS AND SUPERVISOR
REQUESTS**

AUDIENCE COMMENTS:

There were no audience comments at this time.

SUPERVISOR REQUESTS:

Ms. Rigoni asked the Board if they would like to conduct a workshop on Sunshine Laws prior to the next Board Meeting. The Board agreed and asked the staff to prepare a workshop for the next meeting.

Ms. Riegler requested additional lettering for the marquee sign and potentially new curtains or window tinting for the Amenity Center.

FIFTEENTH ORDER OF BUSINESS

ADJOURNMENT

On a motion by Ms. Riegler, seconded by Ms. Linde, with all in favor, the Board adjourned the meeting of the Board of Supervisors at 6:31 p.m., for Magnolia West Community Development District.

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.MAGNOLIAWESTCDD.ORG

Operation and Maintenance Expenditures October 2025 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from October 1, 2025 through October 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$33,364.96**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	300443	9540582	Preserve Playground - Tree Install 10/25	\$ 3,970.05
Clay County Utility Authority	20251029-1	Monthly Summary 09/25 ACH 410	Water Services 09/25	\$ 427.03
Clay Electric Cooperative, Inc.	20251015-1	Monthly Summary 09/25 ACH 410	Electric Services 09/25	\$ 1,445.00
Clay Today	300440	2025-305014	Account# 19536 Legal Advertising 10/25	\$ 78.30
COMCAST	20251007-2	8495 74 150 0248350 10/25 ACH	Amenity Cable/Phone/Internet 10/25	\$ 322.24
First Coast Contract Maintenance Service, LLC	300433	9766	Management Services 10/25	\$ 4,211.84
First Coast Contract Maintenance Service, LLC	300436	9848	Reimbursable Expenses 09/25	\$ 234.82
First Coast Contract Maintenance Service, LLC	300444	9872	Reimbursable Expenses 10/25	\$ 7,604.17
First Coast Contract Maintenance Service, LLC	300444	9878	Picnic Table Assembly 10/25	\$ 325.00
First Coast Contract Maintenance Service, LLC	300444	9882	Splash Pad Repair 10/25	\$ 1,613.51
Fitness Pro	300441	36328	Preventative Maintenance Service 10/25	\$ 175.00

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

October 1, 2025 Through October 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Florida Department of Commerce	20251027-1	92924 ACH	Special District Fee for FY25-26	\$ 175.00
Florida Department of Revenue	300439	65-8017548744-9 09/25	65-8017548744-9 Sales & Use Tax 09/25	\$ 2.09
Republic Services	20251007-1	0687-001563968 ACH	Waste Disposal Services 10/25	\$ 498.33
Rizzetta & Company, Inc.	300435	INV0000103581	District Management Fees 10/25	\$ 4,887.42
Rizzetta & Company, Inc.	300434	INV0000103695	Assessment Roll FY25/26	\$ 6,265.00
School Now	300442	INV-SN-1025	Website & Compliance Services 10/25	\$ 384.38
TLD-Southeast, Inc.	300437	311975B	Pond Maintenance 10/25	\$ 660.00
Turner Pest Control, LLC	300438	621141027	Pest Control Services 09/25	<u>\$ 85.78</u>
Report Total				<u>\$ 33,364.96</u>

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Operation and Maintenance Expenditures November 2025 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from November 1, 2025 through November 30, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$13,359.21**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

November 1, 2025 Through November 30, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Clay Electric Cooperative, Inc.	20251113-1	Monthly Summary 10/25 ACH 410	Electric Services 10/25	\$ 1,269.00
Clay Today	300446	2025-305541	Account# 19536 Legal Advertising 10/25	\$ 102.60
COMCAST	20251107-1	8495 74 150 0248350 11/25 ACH	Amenity Cable/Phone/Internet 11/25	\$ 322.61
Kutak Rock, LLP	300449	3644717	Legal Services 08/25-09/25	\$ 4,969.47
Republic Services	20251106-1	0687-001572393 ACH	Waste Disposal Services 11/25	\$ 890.77
Rizzetta & Company, Inc.	300445	INV0000104493	District Management Fees 11/25	\$ 4,887.42
The Lake Doctors, Inc.	300450	320528B	Pond Maintenance 11/25	\$ 660.00
Turner Pest Control, LLC	300448	621016384	Pest Control 08/25	\$ 85.78
Turner Pest Control, LLC	300447	621267311	Pest Control Services 10/25	\$ 85.78
Turner Pest Control, LLC	300451	621390312	Pest Control 11/25	<u>\$ 85.78</u>
Report Total				<u>\$ 13,359.21</u>

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Operation and Maintenance Expenditures December 2025 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from December 1, 2025 through December 31, 2025. This does not include expenditures previously approved by the Board.

The total items being presented: **\$45,016.76**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
American Electrical Contracting, Inc.	300468	25459868-1	Maintenance & Repairs 10/25	\$ 2,725.00
BrightView Landscape Services, Inc.	300452	9576254	Irrigation Repair 11/25	\$ 857.82
BrightView Landscape Services, Inc.	300459	9581895	Landscape Replacement 11/25	\$ 1,292.85
Clay County Utility Authority	20251226-1	A00014625-120325	Water Services 11/25	\$ 130.16
Clay County Utility Authority	20251226-1	A00044567-120325	Water Services 11/25	\$ 56.46
Clay Electric Cooperative, Inc.	20251216-2	7213663-112525	Electric Services 11/25	\$ 1,407.00
Clay Electric Cooperative, Inc.	20251216-1	9075317-112525	Electric Services 11/25	\$ 49.00
Clay Electric Cooperative, Inc.	20251216-1	9075319-112525	Electric Services 11/25	\$ 49.00
COMCAST	20251208-1	111325- 8495741500248350	Phone, Internet & Cable Services 12/25	\$ 322.61
Cynthia R Riegler	300453	CR110425-410	Board of Supervisors Meeting 11/04/25	\$ 200.00
Douglas Robert Kuhrt	300454	DK110425-410	Board of Supervisors Meeting 11/04/25	\$ 200.00
Ferman Clifford Lewis II	300455	FL110425-410	Board of Supervisors Meeting 11/04/25	\$ 200.00

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Coast Contract Maintenance Service, LLC	300461	9822	Management Services 11/25	\$ 4,211.84
First Coast Contract Maintenance Service, LLC	300458	9893	Management Services 12/25	\$ 4,211.84
First Coast Contract Maintenance Service, LLC	300456	9942	Reimbursable Expenses 11/25	\$ 1,740.84
First Coast Contract Maintenance Service, LLC	300456	9952	Maintenance & Repairs 11/25	\$ 125.00
First Coast Contract Maintenance Service, LLC	300465	9988	Reimbursable Expenses 11/25	\$ 290.21
First Coast Contract Maintenance Service, LLC	300460	9996	Reimbursable Expenses 12/25	\$ 159.00
Kutak Rock, LLP	300466	3644736	Legal Services - Drainage Enforcement 08/25-09/25	\$ 9,922.83
Kutak Rock, LLP	300469	3669312	Legal Services 10/25	\$ 770.00
Kutak Rock, LLP	300469	3669314	Legal Services - Drainage Enforcement 10/25-09/25	\$ 5,305.10
Prime AE Group, Inc.	300470	55446	Engineering Services 11/25	\$ 701.90
Republic Services	20251209-1	0687-001580110	Waste Disposal Services 12/25	\$ 500.25
Rizzetta & Company, Inc.	300457	INV0000105308	Accounting Services 12/25	\$ 4,887.42

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

December 1, 2025 Through December 31, 2025

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
TLD-Southeast, Inc.	300462	328340B	Pond Maintenance 12/25	\$ 660.00
U.S. Bank	300471	7981051	Trustee Fees S2006 11/25-10/26	<u>\$ 4,040.63</u>
Report Total				<u>\$ 45,016.76</u>

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.MAGNOLIAWESTCDD.ORG

Operation and Maintenance Expenditures January 2026 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2026 through January 31, 2026. This does not include expenditures previously approved by the Board.

The total items being presented: **\$30,439.71**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
BrightView Landscape Services, Inc.	300476	9635949	Landscape Replacement 10/25	\$ 3,662.75
BrightView Landscape Services, Inc.	300476	9635950	Landscape Maintenance 11/25	\$ 3,662.75
BrightView Landscape Services, Inc.	300476	9635951	Landscape Maintenance 12/25	\$ 3,662.75
BrightView Landscape Services, Inc.	300475	9635952	Landscape Maintenance 01/26	\$ 3,662.75
Clay County Utility Authority	20260128-1	A00014625-010526	Water Services 12/25	\$ 368.35
Clay County Utility Authority	20260128-1	A00032300-010526	Water Services 12/25	\$ 23.66
Clay County Utility Authority	20260128-1	A00044567-010526	Water Services 12/25	\$ 33.97
Clay Electric Cooperative, Inc.	20260113-1	7213663-122325	Electric Services 12/25	\$ 1,518.00
Clay Electric Cooperative, Inc.	20260113-1	9075317-122325	Electric Services 12/25	\$ 50.00
Clay Electric Cooperative, Inc.	20260113-1	9075319-122325	Electric Services 12/25	\$ 49.00

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
COMCAST	20260106-1	8495741500248350-121325	Phone, Internet & Cable Services 01/26	\$ 328.99
First Coast Contract Maintenance Service, LLC	300474	9965	Management Services 01/25	\$ 4,211.84
First Coast Contract Maintenance Service, LLC	300473	10009	Reimbursable Expenses 12/25	\$ 1,580.53
First Coast Contract Maintenance Service, LLC	300477	10063	Reimbursable Expenses 01/26	\$ 559.70
Fitness Pro	300481	36628	Fitness Equipment Maintenance & Repair 11/25	\$ 139.00
Fitness Pro	300482	277034	Fitness Equipment Maintenance & Repair 01/26	\$ 175.00
Republic Services		0687-001588197	Waste Disposal Services 01/26	\$ 644.48
Rizzetta & Company, Inc.	300472	INV0000106228	Accounting Services 01/26	\$ 4,887.42
School Now	300478	INV-SN-1206	Website Compliance & Management 01/26	\$ 384.38
TLD-Southeast, Inc.	300479	336024B	Pond Maintenance 01/26	\$ 660.00

Magnolia West Community Development District

Paid Operation & Maintenance Expenditures

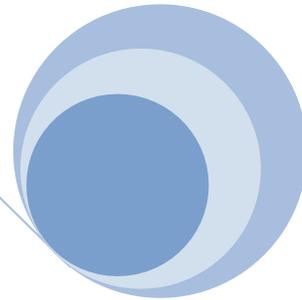
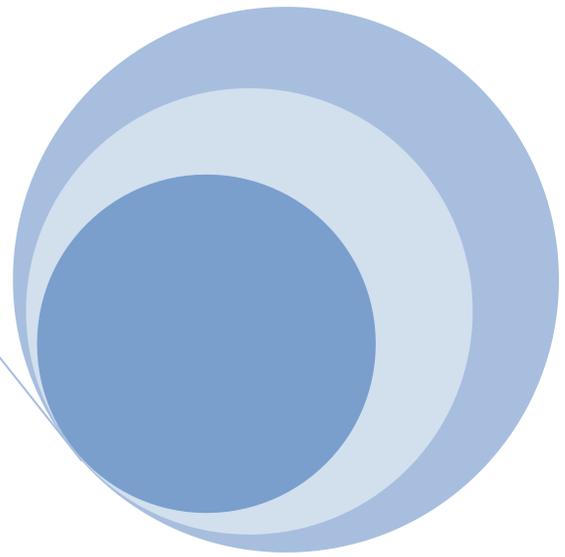
January 1, 2026 Through January 31, 2026

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Turner Pest Control, LLC	300480	621511532	Pest Control 12/25	\$ 85.78
Turner Pest Control, LLC	300483	621728807	Pest Control 01/26	<u>\$ 88.61</u>
Report Total				<u><u>\$ 30,439.71</u></u>

Tab 3



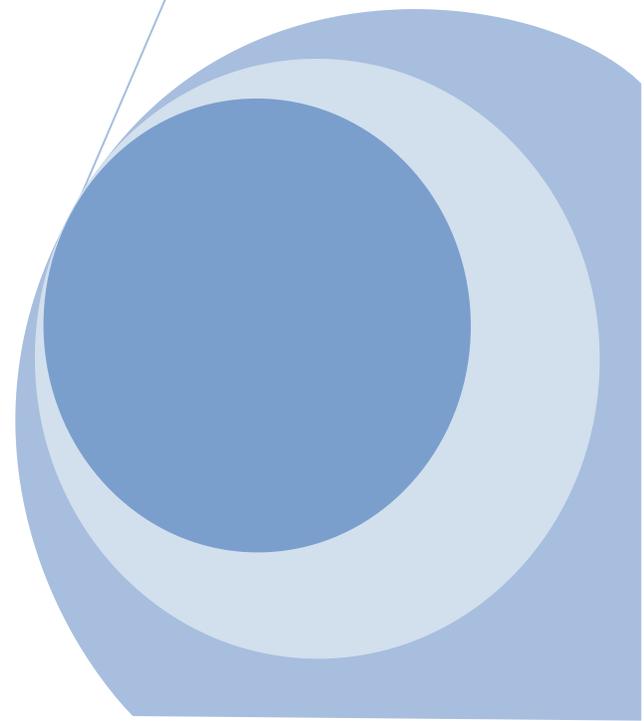
First Coast
CMS



Magnolia West Community Development District

Field Report Feb 2026

First Coast CMS LLC
2/24/2026



Swimming Pool

At this time, there are two issue to report regarding the swimming pool.

CBuss Enterprises was able to come in under the NTE for replacing the pool lights. They have ordered the lights and will replace when they arrive.

At this time, the pool is extremely difficult to maintain due to the wind blown silt from the construction site. The silt has to be vacuumed through a traditional vacuum system that waste a lot of water. Unfortunately, the silt returns as soon as the wind blows again.

Facility

The Men's and Women's bathroom signs by grill area were updated.

Holiday Décor was installed and removed by staff

Sign letters were ordered as requested by Board

No Pets on Playground sign were replaced at Preserve Playground

The Amenity Center backflow was inspected as required and passed.

The building is very dirty to the amount of dust being created by construction. We are doing our best to mitigate this by rinsing off the building as time allows.

Flooring trim became loose and needed to be reattached. This was done by staff.

American Electrical was onsite February 19 to replace the timer that controls the "Magnolia West" sign lights on the corner of Medinah and 315B

Tab 4



Quality Site Assessment

Prepared for: Magnolia West CDD

General Information

DATE: Monday, Feb 23, 2026
NEXT QSA DATE: Tuesday, Mar 03, 2026
CLIENT ATTENDEES:
BRIGHTVIEW ATTENDEES: Karen Fisher

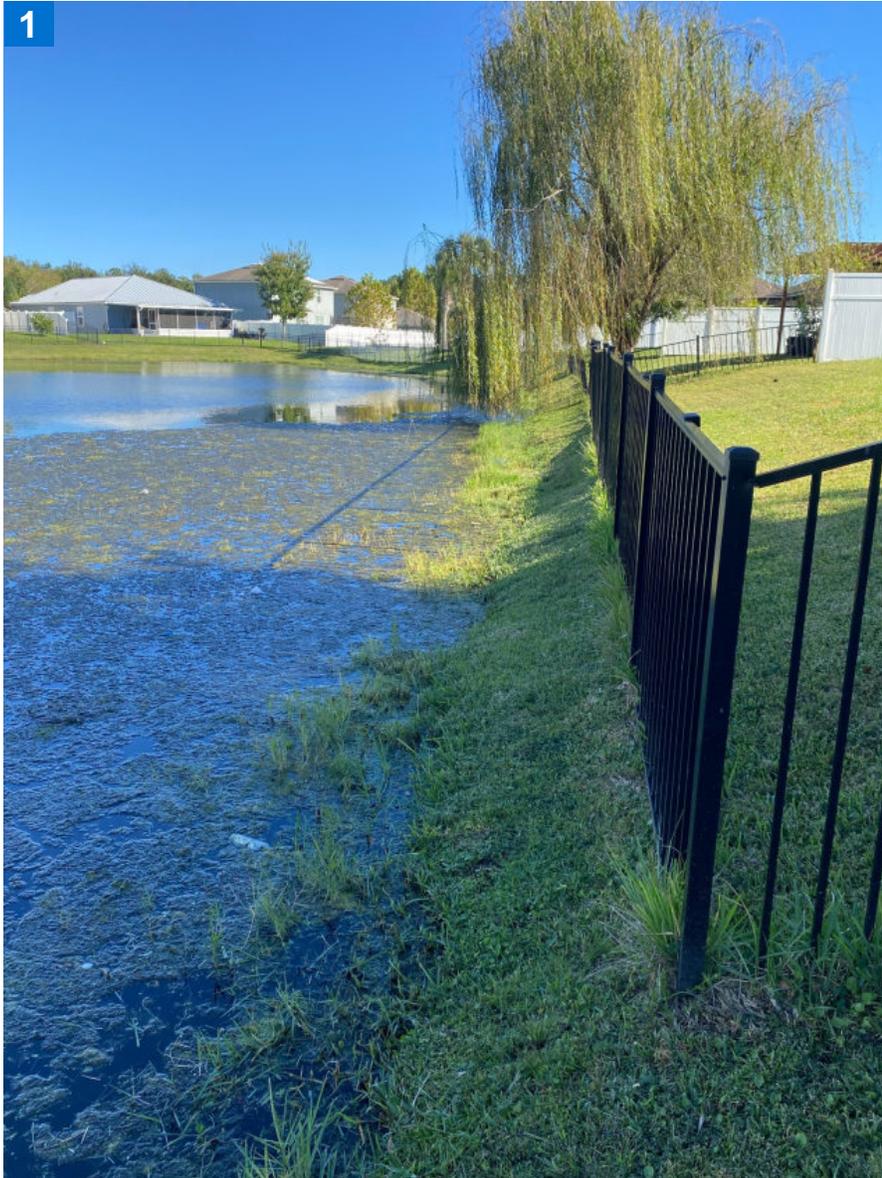
Customer Focus Areas

Clubhouse

Quality you can count on.

<h1>7</h1> <p>Seven Standards of Excellence</p>	 <p>1 Site Cleanliness</p>	 <p>2 Weed Free</p>	 <p>3 Green Turf</p>
	 <p>4 Crisp Edges</p>	 <p>5 Spectacular Flowers</p>	 <p>6 Uniformly Mulched Beds</p>

Carryover Items



- 1** Pond 9 - The crew is doing their best to maintenance this small portion of pond bank. Its very steep and not much room to maneuver.

Maintenance Items



1 Pool area beds are clean and weed free.

2 The crew has cut back the Ruellia inside the Pool area to encourage new growth. Plant, Tree and Shrub fertilization will take place in March.

3 The Amenity Center Parking lot is neatly blow off. The crew is doing a good job managing the leaf drop.

4 Several Trees around the Amenity Center and on the Berm behind the Pool have large limbs that should be lifted. Proposal will be submitted with the report.

QUALITY SITE ASSESSMENT

Magnolia West CDD

Maintenance Items



5 Several Trees around the Amenity Center and on the Berm behind the Pool have large limbs that should be lifted. Proposal will be submitted with the report.

6 The Philodendron inside the pool has sustain a bit of cold damage. Our current assessment is that it will recover in the spring after a cut back.

7 Some of the plant material at the 4-way intersection have sustain cold damage. Our current assessment is that they will recover in the spring given a cut back and fertilizer which is due in March.

8 Some of the plant material at the 4-way intersection have sustain cold damage. Our current assessment is that they will recover in the spring given a cut back and fertilizer which is due in March.

Maintenance Items



9 Pond maintenance is in rotation throughout.

Tab 5

Proposal for Extra Work at Magnolia West CDD

Property Name	Magnolia West CDD	Contact	Ben Pfuhl
Property Address	3438 Canyon Falls Drive Green Cove Springs, FL 32043	To Billing Address	Magnolia West CDD c/o Rizzetta & Company Inc 3434 Colwell Ave Ste 200 Tampa, FL 33614
Project Name	Magnolia West Tree Work		
Project Description	Magnolia West Tree Work		

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Tree canopy lifting throughout the Amenity Center Parking Lot (Oak Trees) and the South-West corner of the Berm behind the Pool (Magnolia Trees).	\$1,692.00	\$1,692.00

For internal use only

SO# 8858725
JOB# 346100449
Service Line 300

Total Price \$1,692.00

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
11530 Davis Creek Court, Jacksonville, FL 32256 ph. (904) 292-0716 fax (904) 292-1014

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

	District Manager
Signature	Title
Ben Pfuhl	February 24, 2026
Printed Name	Date

BrightView Landscape Services, Inc. "Contractor"

	Account Manager
Signature	Title
Karen E Fisher	February 24, 2026
Printed Name	Date

Job #:	346100449		
SO #:	8858725	Proposed Price:	\$1,692.00

Tab 6

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), *FLORIDA STATUTES*, AND REQUESTING THAT THE CLAY COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Magnolia West Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Clay County, Florida; and

WHEREAS, the Board of Supervisors of the District ("**Board**") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Clay County Supervisor of Elections ("**Supervisor**") to conduct the District's elections by the qualified electors of the District at the general election ("**General Election**").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT:

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Fermin Lewis, Seat 2, currently held by Cynthia Reigler, Seat 3, currently held by Judith Linde, are scheduled for the General Election in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Clay County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2026. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 3rd day of March 2026.

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRPERSON / VICE CHAIRPERSON

ATTEST:

SECRETARY / ASSISTANT SECRETARY

EXHIBIT A

NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Two Creeks Community Development District (“District”) will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Clay County Supervisor of Elections located at 4455 Avenue A, Suite 101, St. Augustine, Florida 32095, Ph: (904) 823-2238. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a “qualified elector” of the District, as defined in Section 190.003, *Florida Statutes*. A “qualified elector” is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Clay County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Two Creeks Community Development District has three (3) seats up for election, specifically seats 1, 2, and 3. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the Clay County Supervisor of Elections.

Publish on or before May 25, 2026.

Tab 7

Prepared by and return to:

Bernhardt Riley Attorneys At Law
Attn: Andrea Braun, FRP
2706 US-19 ALT, N, Suite #213
Palm Harbor, FL 34683

EASEMENT USE AGREEMENT

THIS INSTRUMENT was entered into on November 21, 2025, by and between **MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the "District"), whose address is 3434 Colwell Ave., Suite 200, Tampa, FL 33614, and **LINDA JONES and GREGORY JONES**, whose mailing address is 3579 Summit Oaks Dr., Green Cove Springs, FL 32043.

[The rest of this page was intentionally left blank]

After recording, please return to:

Todd Tallerday
Bernhardt Riley
2706 US-19 ALT, N, Suite #213
Palm Harbor, FL 34683

EASEMENT USE AGREEMENT

This **Easement Use Agreement** ("Agreement") is entered into this 21 day of November, 2025, by and between **MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the "District"), and **LINDA JONES and GREGORY JONES**, whose mailing address is 3579 Summit Oaks Dr., Green Cove Springs, FL 32043 (collectively, the "Owner"). The District and the Owner may be referred to collectively as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of certain real property located in the Magnolia West subdivision, described as Lot 202, as shown on the plat of Magnolia West Unit One, recorded in Plat Book 57, Pages 68 through 77, inclusive, in Public Records of Clay County, Florida (the "Property"); and

WHEREAS, the recorded subdivision plat includes a twenty-five-foot (25') Unobstructed Drainage Easement along the boundary between Lot 201 and Lot 202, in favor of the District, to which the Plat provides "Magnolia West Community Development District its successors and assigns shall have the right to ingress and egress over all easements designated on this plat as drainage easement for the purpose of constructing or maintaining and [sic] stormwater management facility, retention pond or drainage ditch" ("Easement"); and

WHEREAS, a fence was installed by the Property's prior owners in or about July 2018, as depicted in **Exhibit A**; and

WHEREAS, the fence has remained in its current location since installation; and

WHEREAS, the District and the Owner desire to agree to certain governing terms concerning the fence to allow its continued presence in the Easement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Purpose.

1.1 The Parties acknowledge that the purpose of this Agreement is to ensure the District's continued access for stormwater maintenance via its Easement while preserving the fence's current placement under defined conditions of this Agreement.

2. Use of Easement Area

- 2.1 The District hereby grants to the Owner a limited, non-exclusive right to maintain the existing fence within the Easement (the "Licensed Use").
- 2.2 The Owner shall be solely responsible for maintaining the fence in a safe and serviceable condition, in accordance with all applicable laws and regulations, and for promptly repairing any actual damage to such fence and District property caused by the fence or Owner's maintenance of fence.
- 2.3 The Owner shall not modify or expand the fence without the District's prior written approval, which shall not be unreasonably withheld if such modification does not materially interfere with drainage, access, or District's drainage improvements located in the Easement.

3. Duration and Renewal

- 3.1 This Agreement shall remain in effect for twenty (20) years from the date of execution ("Initial Term").
- 3.2 Upon the expiration of the Initial Term, the Agreement shall automatically renew for successive ten (10)-year terms unless either Party provides written notice of non-renewal at least sixty (60) days before an applicable expiration.

4. Limited Revocation

- 4.1 The District may revoke or suspend the Licensed Use only under one or more of the following conditions:
 - (a) The District obtains a professional engineering determination that the fence materially obstructs stormwater flow or maintenance access or otherwise materially impacts the District's drainage improvements located in the Easement (an "Engineering Determination Event"), which may give rise to termination as provided in Section 7;
 - (b) The Owner fails to cooperate in providing reasonable alternative access requested by the District for repair, inspection, or maintenance;
 - (c) An emergency requires temporary removal, at Owner's sole cost and expense, of all or a portion of the fence for repair or inspection of stormwater facilities; or
 - (d) revocation or reversal of applicable approvals from other governmental or property owners' association having jurisdiction over the fence, which the Owner must immediately notify the District, but in no event later than five (5) days from receipt of such decision.
- 4.2 Except in an emergency, the District shall provide at least thirty (30) days' written notice before any revocation or removal.
- 4.3 If removal occurs for maintenance, repair or inspection purposes, the Owner shall, at its expense, restore or reinstall the fence to substantially the same condition upon completion of such work.

5. Cooperation and Access

- 5.1 The Owner shall cooperate with the District in good faith to provide reasonable temporary access if future conditions require it, including by allowing the addition of a gate or similar means of access if mutually agreed upon.
- 5.2 The District shall exercise its access rights in a manner that minimizes disruption to the Owner's property and use.

6. Indemnification; Sovereign Immunity

- 6.1 The Owner shall indemnify and hold harmless the District, its officers, and employees from any claim or damage caused by the Owner's and its contractors', agents', employees' or invitees' negligent acts or omissions related to this Agreement. This indemnification shall not apply to any claim arising from the District's own negligence or willful misconduct.
- 6.2 Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

7. Termination for Cause

- 7.1 Except for termination due to non-renewal upon expiration of the Initial Term, this Agreement may be terminated only for cause, including:
 - i. a breach of any condition provided in Section 4.1;
 - ii. ; or
 - iii. any other material breach of the terms of this Agreement.
- 7.2 In any case of termination under this Section 7, the District shall provide the Owner with at least thirty (30) days' written notice specifying the basis for termination and shall afford the Owner an opportunity within such period to cure or mitigate the condition or breach described in the notice.
- 7.3 In the case of an Engineering Determination Event, the District shall provide the Owner with a copy of the professional engineering report and/or supporting documentation to District's satisfaction for such determination. Within the same thirty-day period, the Owner may submit competent evidence to the District's satisfaction or an engineering certification demonstrating that the fence no longer materially impacts the District's drainage improvements.
- 7.4 The District's District Engineer shall review any such submission in good faith and determine, based upon generally accepted engineering principles, whether the Owner's evidence or mitigation efforts satisfactorily eliminate or reduce the identified impact such that it no longer materially obstructs stormwater flow or maintenance access or otherwise materially impacts the District's drainage improvements located in the Easement. The District shall provide written notice of its determination within thirty (30) days after receipt of the Owner's submission. If the District Engineer determines that the condition has been satisfactorily mitigated, the District shall withdraw the termination notice.

8. Covenants Running with the Land

This Agreement and the rights and obligations herein shall run with the Property and bind the Parties and their respective successors and assigns, provided that the Agreement remains in effect under its stated term and has not been revoked pursuant to Sections 3, 4, and/or 7.

9. Attorney's Fees and Costs

In any action arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs, including those incurred on appeal.

10. Entire Agreement; Modification

This Agreement constitutes the entire understanding between the Parties concerning the subject matter and supersedes all prior discussions. It may be modified only by a written instrument executed by both Parties and recorded in the Official Records of Clay County, Florida.

11. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction for Clay County, Florida.

12. Recording

This Agreement shall be recorded in the public records of Clay County, Florida, and shall serve as constructive notice of its terms to all future owners of the Property.

13. Miscellaneous.

Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder.

14. Counterparts

This Agreement may be executed in counterparts. Any party hereto may join into this Agreement by executing any one counterpart. All counterparts when taken together shall constitute one agreement.

[Signatures to follow]

IN WITNESS WHEREOF, the Parties have executed this Easement Use Agreement as of the date first written above.

WITNESSES:

GREGORY A. JONES

By: [Signature]

Vernida Mas

Print Name

Address: 1571 CR 220

Fleming Island, FL 32003

[Signature]

By: [Signature]

Laurel Overstreet

Print Name

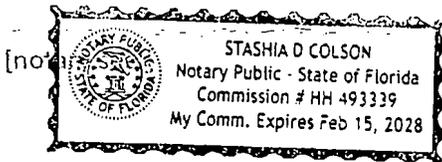
Address: 1511 CR 220

Fleming Island FL 32003

STATE OF FLORIDA)

COUNTY OF Clay)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of November, 2025, by GREGORY A. JONES who is personally known to me or produced Driver License as identification.



[Signature]
Print Name: Stashia D. Colson
Notary Public, State of Florida

WITNESSES:

LINDA P. JONES

Linda P Jones

By: [Signature]

Verosika Mab

Print Name

Address: 1511 CR 220

Fleming Island, FL 32003

By: [Signature]

Laurel Overstreet

Print Name

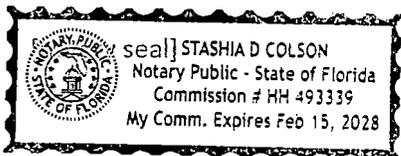
Address: 1511 CR 220

Fleming Island FL 32003

STATE OF FLORIDA)

COUNTY OF Clay)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of November, 2025, by LINDA P. JONES who is personally known to me or produced Driver License as identification.



[Signature]
Print Name: Stashia D. Colson
Notary Public, State of Florida

WITNESSES:

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

By: Madilyn Rossetti
Print Name
Address: 601 N Orange Ave
Green Cove Springs, FL 32043

By: Judith Koll Linde
Print Name
 Chair / Vice Chair

By: Chelsea Auguste
Print Name
Address: 601 N Orange Ave
Green Cove Springs, FL 32043

STATE OF FLORIDA)
COUNTY OF Clay)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of DECEMBER, 2025, by Judith Koll Linde as _____ to the Magnolia West Community Development District, who is personally known to me or produced FLDL as identification.

[notary seal!]

Emily Clark
Print Name: Emily Clark

Notary Public, State of Florida

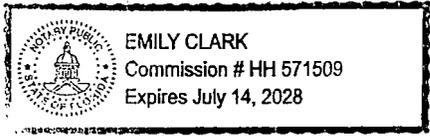
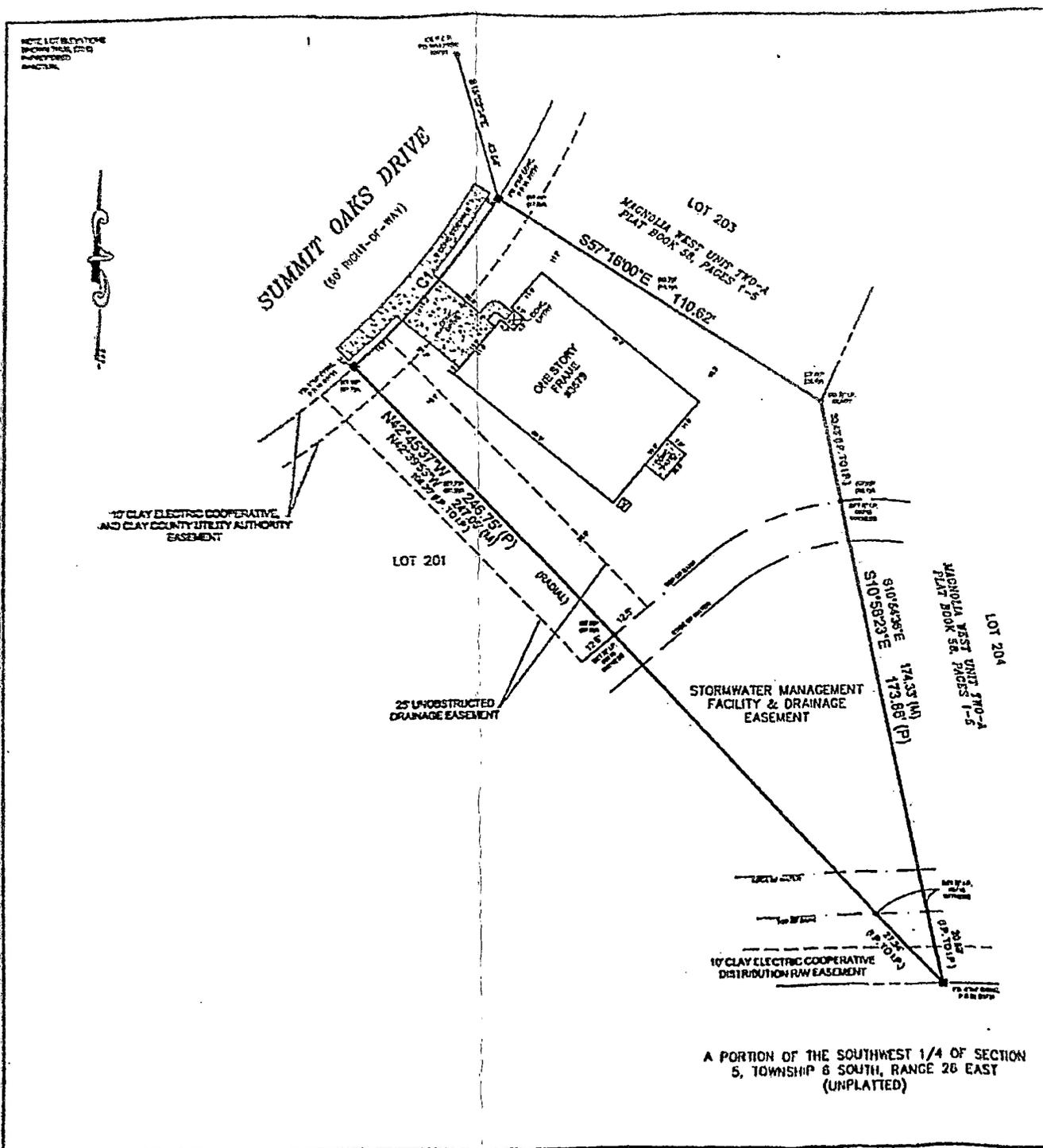


Exhibit A

[Survey and/or Drawing of Fence Improvement]



MAP SHOWING THE BOUNDARY SURVEY OF
 LOT 201, 203 AND 204 AS SHOWN ON MAP OF
 MICRONIA WEST UNIT 700-A
 PLAT BOOK 58, PAGES 1-5
 APPROVED BY THE CLAY COUNTY BOARD OF SUPERVISORS
 ON 11/15/2011

C1
 CU=N39°57'12"E C=64.29'
 R=255.00' L=64.56'
 D=14°30'23"

PERRET AND ASSOCIATES, INC.
 4777 ARABIAN AVENUE, SUITE 201, HOUSTON, TEXAS 77056-1400 - PHONE 281-410-1111 - FAX 281-410-1112

MEASUREMENTS:
 (1) MEASUREMENTS WERE MADE AND FOUND TO BE CORRECT.
 (2) THIS PROPERTY HAS NOT BEEN ABSTRACTED FOR EASEMENTS, CO-EASEMENTS, RESTRICTIONS OR ENCUMBRANCES.
 (3) UNDERGROUND UTILITIES (WATER, GAS, SEWER, ETC.) HAVE NOT BEEN LOCATED OR SHOWN.
 (4) THIS PROPERTY APPLICABLE TO THE SURVEY IS SHOWN AS UNPLATTED.

LEGEND:
 (1) BOUNDARY SURVEY
 (2) EXISTING EASEMENTS
 (3) UNOCCUPIED LOTS
 (4) UNOCCUPIED LOTS
 (5) UNOCCUPIED LOTS
 (6) UNOCCUPIED LOTS
 (7) UNOCCUPIED LOTS
 (8) UNOCCUPIED LOTS
 (9) UNOCCUPIED LOTS
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 (15) UNOCCUPIED LOTS
 (16) UNOCCUPIED LOTS
 (17) UNOCCUPIED LOTS
 (18) UNOCCUPIED LOTS
 (19) UNOCCUPIED LOTS
 (20) UNOCCUPIED LOTS

DATE: 11/15/2011
 BY: [Signature]
 TITLE: SURVEYOR

MAP SHOWING BOUNDARY SURVEY OF
LOT 200 BLOCK 44 SECTION 04 TOWNSHIP 5
RANGE 26 EAST

AS RECORDED IN DEED BOOK 11, PAGE 112, OF THE REGISTERED INSTRUMENTS
FILED IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF THE STATE OF OKLAHOMA
AT MUSKOGEE, OKLAHOMA, ON 05/14/2018

C1
C-1000575172 C-64.38
R-00245 07 L-44 58
D-11-130727

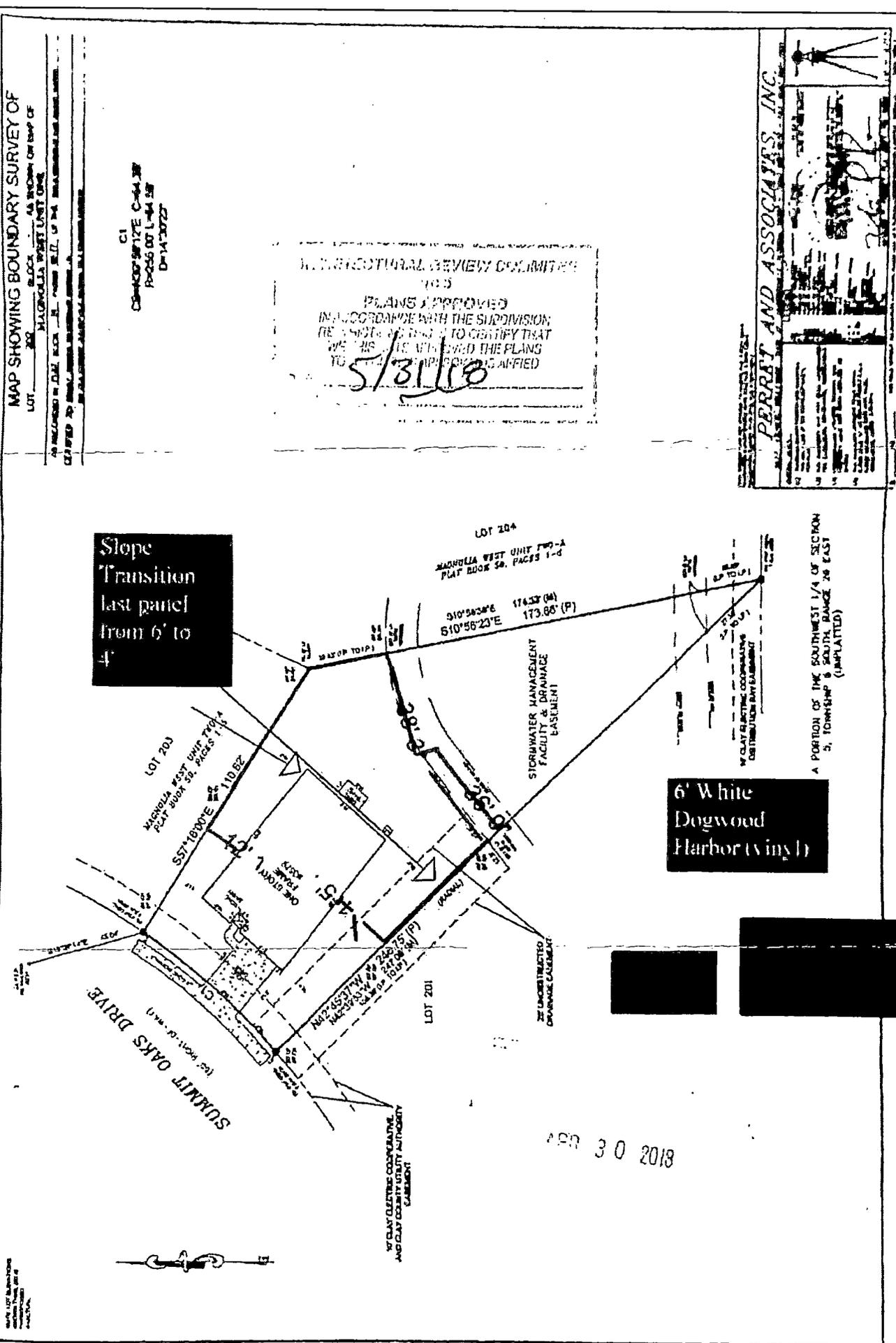
MINISTERIAL REVIEW DECLARATION
PLANS APPROVED
IN ACCORDANCE WITH THE SUBDIVISION
REVISIONS TO CERTIFY THAT
THE PLANS APPROVED THE PLANS
TO BE CONSIDERED AS APPROVED

5/31/18

PERRY AND ASSOCIATES, INC.
SURVEYOR
1000 N. W. 10th St., Suite 100
Tulsa, Oklahoma 74103
Tel: 918.438.1111
Fax: 918.438.1112
www.perryandassociates.com

Slope
Transition
last panel
from 6' to
4'

6' White
Dogwood
Harbor (viny 1)



A PORTION OF THE SOUTHWEST 1/4 OF SECTION
5, TOWNSHIP 5 SOUTH RANGE 26 EAST
(UNPLATTED)

APR 30 2018